

COPY

CROSS REF TO  
2004-0059722 AND 2004-0059723

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR KEYSTONE ENTERPRISE PARK

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made and entered into by the CONSOLIDATED CITY OF INDIANAPOLIS, INDIANA, DEPARTMENT OF METROPOLITAN DEVELOPMENT (the "Declarant") and governs the use of the real estate which is legally described on Exhibit A attached hereto and made a part hereof (the "Property")

WITNESSETH that:

WHEREAS, there has been prepared and approved by Declarant a redevelopment plan for the Property (defined below), which plan, as it may hereafter be amended from time to time pursuant to law and as so constituted from time to time, is hereinafter referred to as the "Redevelopment Plan," a copy of which, as constituted on the date of this Declaration, has been recorded in the Office of the Recorder of Marion County, Indiana, on 2/25/98 as Instrument No. 1998-0029327.

WHEREAS, Declarant desires to develop the Property as a mixed-use park, comprised of industrial, office, retail and other uses Declarant may deem compatible with the Redevelopment Plan, with installed utilities and public roads for the benefit of the Property; and

WHEREAS, Declarant desires to ensure implementation of and compliance with the Redevelopment Plan and further provide for the preservation of the values and amenities of the Property, and for the maintenance and improvement thereof, and for such purposes, desires to subject the Property, together with such additions thereto as may hereinafter be made in accordance with this Declaration, to the covenants, restrictions, easements, charges and liens hereinafter set forth, all of which are for the benefit of such Property, and each Owner of any Parcel therein (as such terms are defined below).

NOW, THEREFORE, in consideration of the foregoing, Declarant declares that the Property is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the covenants, restrictions, easements, charges, and liens herein set forth, all of which shall be deemed covenants running with the Property.

ARTICLE I

DEFINITIONS

1.1 "Annexed Land" shall mean any land subsequently added to and becoming part of the Park, pursuant to the terms of Article VIII hereof. Once land has been annexed to the Park, such land shall lose its distinct character as "Annexed Land" and shall simply become property in the Park subject to all the terms and provisions of this Declaration, as the same may be amended.

1.2 "Assessment" shall mean charges imposed upon the Owner of a Parcel to defray a share of Common Expenses, together with all sums assessed against an Owner to pay special costs allocated the Owner's Parcel as provided herein, or to pay fines, interest or other charges permitted to be assessed and collected against the Owner of a Parcel or Parcels.

1.3 "Association" shall mean the Keystone Enterprise Park Owners Association, Inc., which shall be incorporated as an Indiana not-for-profit corporation, pursuant to the terms hereof.

1.4 "Board" shall mean the Board of Directors of the Association.

1.5 "City Property" shall mean all the property described on Exhibit "B".

1.6 "Common Expense" shall mean any and all expenses of maintaining and operating the Park. Common Expenses shall include the costs of operating the Association and of maintaining and operating the Common Facilities, including, but not limited to, the cost of hiring a manager or management company to operate or manage the Common Facilities if the Association shall so determine. Common Expense shall also include sums reserved for contingencies, for collection losses, for replacement or for other purposes determined by the Association.

1.7 "Common Facilities" shall mean all facilities intended for the common use and benefit of all Owners in the Park and/or which serve or are designed to serve more than one Parcel not owned by the same Owner. Common Facilities shall include, without limitation, all drainage facilities, whether open or enclosed, sewer facilities, utility service facilities, any green areas which are not owned by an Owner, landscaping, irrigation systems, fences and lighting that is not intended for the exclusive use of an Owner, and directional signage and signs advertising the Park and / or more than one Owner. Common Facilities shall also include all property owned, used, maintained or leased by the Association, including property which is not located in the

Park, but which is used for the benefit of the Park. Common Facilities shall include all areas designated as "Common Areas", "Common Facilities" or any similar term on any plat of the Park or any portion thereof, except to the extent the Association shall disclaim or transfer its rights to any such Common Facilities to a public body or agency or, if a utility service, to the applicable utility company.

1.8 "Deleted Land" shall mean any land subsequently deleted from the Park, pursuant to Article VIII hereof. Once land has been deleted from the Park, such land shall be released from the terms and provisions of this Declaration.

1.9 "Fill Material Area" shall mean that portion of the Property described on Exhibit "C".

1.10 "Improvements" shall mean all improvements made either to Parcels or to the Common Facilities. Improvements shall include, but not be limited to, all building structures, all sub-surface and above-ground utilities, roads, driveways, parking areas, signage, lighting, fences, landscaping and irrigation systems.

1.11 "Mortgage" shall mean any first mortgage on a Parcel.

1.12 "Mortgagee" shall mean the holder of any first Mortgage on a Parcel.

1.13 "Owner" shall mean the Owner of any Parcel, and after compliance with the notice requirements set forth below, their respective successors and assigns who become Owners of any portion of a Parcel, and it shall mean, collectively, all persons who own any Parcel. All persons who own any interest in a Parcel, whether legally or beneficially, shall collectively constitute the Owner, but all such persons shall be required to select one person who shall have the right to speak, act for and bind the Owner of the Parcel. Each Owner shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to the portion of the Parcel owned by such Owner which accrued during the period of such ownership, and such liability shall continue with respect to any portion transferred until the notice requirements set forth below are complied with, at which time the transferring Owner's personal liability for future obligations shall terminate. Notwithstanding the foregoing, each Owner shall remain liable for all obligations and performance requirements hereunder that arise prior to compliance with such notice requirements. The transferee Owner shall automatically become liable for all obligations, performance requirements, and amounts that arise subsequent to compliance with the notice requirement. An Owner transferring all or any portion of such Owner's interest in a Parcel shall give notice to the Association (or Declarant, if the Association has not yet been formed) of such transfer and shall include therein at least the following information:

- (i) the name and address of the transferee, and
- (ii) a copy of the legal description of the portion of the Parcel transferred.

Nothing contained herein to the contrary shall affect the existence, priority, validity or enforceability of any lien permitted hereunder which is placed upon the transferred portion of the Parcel prior to receipt of such notice.

1.14 "Parcel" shall mean any lot or tract in the Park, other than Common Facilities. Parcels may or may not be platted, and may constitute portions of one or more platted lots. Parcel shall mean any tract or lot conveyed or a portion of a tract or lot which is conveyed to an Owner (whether such Owner is comprised of one or more persons). An Owner may own one or more Parcels, but for purposes of this Declaration, each Parcel shall be deemed to be of separate ownership.

1.15 "Park" shall mean Keystone Enterprise Park, as the same may be enlarged or contracted. The Park shall initially include all the Property that is described on Exhibit "A".

1.16 "Plat" shall mean any plat of all or any part of the Park filed with any applicable public authority, including, without limitation, the Metropolitan Development Commission of Marion County, Indiana. Plat shall include any plat, additional plat, partial plat, replat, or any other plat which is a final plat pursuant to which the Property may be conveyed, or structures may be placed on the Property, but Plat shall not include any preliminary plat or any plat, the applicable provisions of which are not yet in force. Plat shall include all plat restrictions and limitations set forth in or accompanying the Plat, including, without limitation, building lines, set-back lines, street dedications, and the like. Plat shall only include approved final plats which have been filed of record with applicable public authorities and which bind the real estate.

1.17 "Property" shall mean all property described on Exhibit "A", together with any Annexed Land, but without regard to Deleted Land, pursuant to the terms hereof.

1.18 "Proportionate Share" with respect to a Parcel shall mean a fraction as hereinafter calculated. The total number of acres in the Park (exclusive of Common Facilities) is approximately sixty-four (64) acres. The numerator of the fraction shall be the number of acres (exclusive of Common Facilities and City Property) owned from time to time by an Owner or Declarant. The

denominator of the fraction shall be sixty-four (64). For purposes of calculating Proportionate Share, the acreage of a Parcel shall be determined to the nearest one-hundredth (100th) of an acre.

1.19 "Proportionate Vote" shall mean the vote of the Owners of each Parcel voting according to their Proportionate Share of the Parcels.

## ARTICLE II

### DEVELOPMENT RESTRICTIONS

Unless a Variance is granted pursuant to paragraph 5.11 below, development of the Property shall be subject to the restrictions set forth in this Article II. Declarant may divide the Property into one or more Parcels, providing for public roads and drives and other facilities. Declarant reserves the right to subdivide any one or more Parcels thereafter, to combine Parcels, and further to divide, subdivide, plat or replat the Property, or parts thereof, provided no Parcels shall be divided, subdivided, platted, replatted, or adversely affected by any plat amendments, without the consent of the Owner thereof. Both Declarant and the Association shall have the right to dedicate to the public any private streets and/or drainage easements in the Park on land which they own and to grant utility easements on Parcels owned by them to any utility companies.

2.1 Reservation and Dedication of Utility, Driveway and Drainage Easements. Those areas designated on any plat as "Utility Easements", "Drainage Easements", or any other easements, shall be granted and used for the purposes stated, and only as so stated for the benefit of the Park. "Driveway Easements" and "Common Driveway Easements" will be provided only for the purpose of providing ingress and egress to the various Parcels to and through the Park. Parking shall be permitted on Driveway Easements and Common Driveway Easements if, and only to the extent permitted by the Association. Drainage Easements shall be for the purpose of installing drainage facilities in the Park. No ditch drainage shall be permitted, unless approved in writing by the Association. "Utility Easements" are for the purpose of constructing, erecting and maintaining subsurface facilities necessary for the performance of any public or quasi-public utility function or service, with rights of ingress and egress for the purpose of installation, repair, maintenance, operation, and removal of any such subsurface facilities. Facilities above the surface shall be limited to junction boxes, structures and appurtenances necessary for utility service, and shall not include any poles, lines or wires. Easements may be designated for more than one purpose and any unimproved portion of driveway easements may be used as utility or drainage easements (other than open ditch drainage). No easements shall be granted on or across any Parcel without the consent of the Owner of the Parcel.

2.2 Use Restrictions. The Property and any Annexed Land shall be used only for purposes for which zoned and in compliance with the Redevelopment Plan and this Declaration. No variances from zoning shall be filed or granted without the prior written consent of the Declarant, or the Association including, but not limited to, any variance from any zoning commitments and any "industrial special exceptions" applicable to the Park, which consent may be granted or denied in the Declarant's or Association's sole discretion. There shall be no residential development, junkyards, foundries or other heavy manufacturing, nor any vehicle repair facilities that are not wholly contained within a building. The use of all Parcels shall be governed by the following limitations:

- a. Smoke, particulate matter, noxious materials: No use shall cause emission of smoke, particulate matter, or noxious or toxic gases.
- b. Vibration: No use shall cause earth vibrations or concussions beyond the lot lines, endangering the public health, safety or welfare, or causing injury to property.
- c. Odor: No use shall emit across any lot line offensively odorous matter.
- d. Noise: No use shall emit sound beyond any lot line in such a manner or intensity as to endanger the public health, safety or welfare, or cause injury to property.
- e. Glare and heat: No use shall produce heat or glare of such intensity beyond any lot line as to endanger the public health, safety or welfare, or cause injury to property.
- f. Fire and explosive hazards: The storage, utilization or manufacture of all products or materials shall conform to the standards prescribed by the National Fire Protection Association.
- g. Any groundwater use, including, but not limited to, the installation of potable water wells, drinking water wells or landscape irrigation wells is prohibited. Owners shall be required to use City of Indianapolis water.

2.3 Building Setback Lines. No building or structural improvements shall be erected nearer to a street right-of-way than the setback distance shown on the Plat, if any, or the minimum setback restrictions under applicable zoning regulations, if greater; provided that driveways and parking areas may be constructed upon the areas in front of such setback lines created by such setbacks. Without the consent of the Declarant or Association, no building, structural improvements, driveways or parking areas shall be erected on any easement areas reserved hereby; provided that driveways may cross an easement area perpendicularly to provide access to a Parcel. Signs may be erected in the building setback areas subject to paragraph 2.4 below.

2.4 Signs. The location and construction of all signs shall be in compliance with applicable sign ordinances. In addition, all signs shall be subject to approval by the Declarant or Association, which shall review the same for keeping with the character of the Park for appropriate size, color, style and content. Any sign that is installed without the prior written consent of the Declarant or Association may be removed without liability by the Declarant or Association, and the cost for such removal shall be charged to the Owner that caused or permitted the sign to be erected.

2.5 Off-street Parking and Driveways. Owners shall provide self-contained off-street parking on the Parcels on which buildings are constructed sufficient in number and size to accommodate the vehicles of the employees, customers, visitors, and transport vehicles required by the users of the building with no cross-parking between Parcels. All parking spaces shall comply with applicable zoning requirements. A greater number of parking spaces may be provided if required by the business needs of the particular use being made of the Parcel subject to applicable zoning requirements. Parking areas and driveways connecting the parking areas with the street shall be surfaced with hard, all-weather surfacing. Declarant or Association may impose such additional requirements that it may deem necessary so that the number and design of parking spaces will adequately serve the needs of a Parcel without adversely affecting any other Parcels in the Park. All entrance drives to the parking areas, loading areas or building entrances shall have concrete curbs. Owners shall not permit their employees, customers or visitors to park on the streets or driveways within the Property, except in areas, if any, which are expressly designed for such parking and so designated.

2.6 Loading. Loading facilities adequate to accommodate the loading needs of each structure shall be located on each Parcel on which structures are constructed.

2.7 Exterior Construction Material. The exterior walls of any and all buildings or other structures erected on any Parcel shall be comprised of at least three (3) of the following materials: brick, pre-cast, glass, stone, EIFS and any other materials. Other materials may be used for architectural accents and design details. No exposed concrete cinder block may be used.

2.8 Landscaping. Landscaping shall be required on all Parcels and shall, at a minimum, meet the following standards:

- a. Upon completion of construction of any building, the Owner must sod, seed or hydromulch all exposed land areas remaining on its Parcel with an acceptable strain of grass and install underground sprinkling systems in any and/or all landscaped areas. In addition, all building areas facing upon a street within the Park shall be landscaped with perimeter plants, shrubs and trees.
- b. Until Owner commences construction on a Parcel, Owner shall maintain its Parcel in a neatly trimmed and clean condition. All unpaved areas shall be kept mowed and the land areas of such Parcel shall be kept free of debris. After Improvements are constructed, the Owner of such Parcel similarly shall be responsible for maintaining the building, all improved areas and the landscaped or grass portions of such Parcel in good, clean and neat condition.
- c. Subject to paragraph 2.3 above, the front yard areas in front of the setback lines shall be landscaped and shall be used exclusively for the planting and growing of trees, shrubs, lawn and ground cover.
- d. Trash receptacles shall be appropriately screened from view both from public roads and from adjoining Parcels.

2.9 Outdoor Storage. Any outside storage of materials or equipment shall be permitted only in compliance with applicable zoning standards and with the prior consent of the Declarant or Association. The Declarant or Association may require that all outside storage be enclosed and screened from adjoining property and Parcels.

2.10 Maintenance and Housekeeping. The Owner of any Parcel within the Park shall, at all times, keep the premises, Improvements and appurtenances thereon, in a safe, clean and slightly condition, and shall comply in all respects with all governmental regulations, including all zoning, building, health and fire codes. Such Owner shall remove, at its expense, all rubbish of any character whatsoever, which may accumulate on such Parcel. All lawns, plantings and surface water drainage ways, if any, shall be maintained in good condition. If an Owner shall fail to comply with any of the requirements set forth

herein, then upon the giving of fifteen (15) days' written notice, the Declarant or the Association shall have the right, privilege and license to enter upon the Parcel to make any and all corrections or improvements that may be necessary to meet such standards, charging the full cost and expense thereof to the Owner of the Parcel, which sum shall immediately be reimbursed together with interest thereon at the rate of eighteen percent (18%) per annum.

2.11 Hazardous Use and Toxic Materials. No hazardous or toxic materials of any kind may be stored on or transported within the Park in violation of the Federal Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.*, as amended, the regulations promulgated thereunder, environmental laws and regulations administered by the Environmental Protection Agency or its delegees, similar laws of the State of Indiana, or any other applicable governmental body, authority or agency, or additional or substitute law or regulations with respect to the same subject matter enacted or promulgated by any federal, state, or any local, or quasi-governmental organization or agency, having authority over the Park or an area in which the Park either is located or abuts, nor shall any asbestos or any materials containing asbestos be brought on or placed upon any property in the Park. The Owner of each Parcel in the Park shall cause all persons on its property at any time to comply with the above provisions.

2.12 Destruction of Improvements on a Parcel. If any Improvements on a Parcel shall be damaged or destroyed by fire, wind, flood, or in any other manner, the Owner of the Parcel shall be responsible for promptly restoring the same to a sightly condition, or removing the damaged portion of the Improvements from the Property and causing any remaining Improvements to be restored or replaced and put in such condition that the Parcel will be sightly and have a good appearance.

2.13 Environmental Use Restrictions. Any construction performed within the Fill Material Area shall comply with the following:

- a. Excavation and/or trenching for foundations and/or utility conduits must be conducted in accordance with Occupational Safety and Health Administration requirements set forth in 29 CFR 1910.
- b. Any material removed from the Fill Material Area as a result of excavation and/or trenching activities must be characterized by environmental testing for proper disposal. Owner shall not remove any material from the Fill Material Area without the prior approval of Declarant. Any material removed during trenching or excavation activities may be replaced within the trench excavation. Upon completion of construction all clay cover material removed or disturbed during trenching or excavation must be restored to the condition that existed prior to such trenching or excavation.
- c. In the event Owner discovers or encounters what may be an area of environmental concern, such Owner must notify Declarant immediately.

### ARTICLE III

#### COMMON FACILITIES

3.1 Maintenance of Common Facilities. At such time as Declarant owns fewer than twenty-two (22) acres of the real estate in the Park (excluding City Property), Declarant shall transfer ownership of all Common Facilities to the Association except for Common Facilities which are dedicated to the public. Declarant shall have and reserves the right to so transfer ownership of the Common Facilities to the Association prior to such date. Until such transfer, Declarant shall maintain all Common Facilities and City Property for the benefit of the Owners of Parcels in the Park. In addition to maintaining the Common Facilities upon transfer of ownership, Association shall also be responsible for maintaining the City Property. The Owners of all Parcels in the Park shall have the right, to the extent necessary or reasonable, to use the Common Facilities, subject to the right of the Association to adopt reasonable rules and regulations regulating such use.

3.2 Use of Common Facilities. Each Owner shall have a permanent, non-exclusive easement for access to and for the use and enjoyment of, for their intended purposes, the Common Facilities and any Improvements located thereupon, subject to the right of the Association to adopt reasonable rules and regulations regulating such use. Such easement shall be appurtenant to and pass with title to every Parcel. The Association may limit the use of retention ponds to certain Parcels or portions thereof. Certain other Common Facilities may be limited to the use or benefit of certain Parcels, provided that the use thereof is reasonably based upon the location of the Parcels, and no such rules or regulations shall unreasonably discriminate among the Owners of various Parcels. Each Owner's right to use of the Common Facilities shall extend to the Owner's employees, customers and invitees, as well as to the Owner's tenants and their employees, customer and invitees; provided that each Owner shall remain liable for inappropriate uses of the Common Facilities and any resulting damage thereto. Declarant, Association, or the Owner of the Parcel on which the Common Facility is located, shall have the right temporarily to close all or any portion of a Common Facility or easement area in order to (i) effect necessary repairs or replacements to such easement area, or (ii) alter or modify such Common Facilities to the extent permitted under this Declaration; provided that such closure shall not unreasonably interfere with or diminish utility service or access to any Parcel and shall be performed in such manner so as to

minimize interference with the use of each Parcel. All persons making use of the Common Facilities shall use them carefully so as not to damage or commit waste on the same, nor to interfere with their use by other persons having the right to use the same.

3.3 Use of Common Driveways. Declarant or the Association shall have the right to prescribe rules and regulations for the use of Common Driveways, which rules or regulations may vary with respect to different Common Driveways. Such rules and regulations may include imposing speed limits, limiting the weight of vehicles which may use Common Driveways, installing traffic bumps or other traffic barriers, limiting use of certain driveways during certain hours, and any other restrictions, rules or regulations the Association may deem appropriate.

#### ARTICLE IV

##### ASSOCIATION

4.1 Name and Authority of Association. When created by Declarant, the Association shall be known as the Keystone Enterprise Park Owners Association Inc., an Indiana not-for-profit corporation. The Association shall own and manage the Common Facilities of the Park and shall have the power to adopt rules and regulations governing the use of the Park, providing such rules and regulations do not unreasonably discriminate against Owners, and to exercise all of the rights and powers elsewhere granted to it in this Declaration. The Association shall have the authority to exercise all of the rights and powers elsewhere granted to it in this Declaration. The Association, its employees, agents and contractors shall have the right to enter onto the various Parcels to perform its powers and duties hereunder, to perform any work the Owner refuses or fails to perform which is required to be performed by such Owner pursuant to the terms hereof, and to inspect the premises.

4.2 Membership. The Owner of each Parcel, collectively, shall be a member of the Association, and such membership shall be appurtenant to the ownership of the Parcel. Membership may not be assigned, transferred, pledged, conveyed, or alienated in any way, except upon the transfer of title to the Parcel, and then the same shall pass automatically to the transferee of such Parcel. Any transfer of a Parcel shall operate automatically to transfer the membership in the Association appurtenant thereto to the transferee. Each Owner of a Parcel shall be a member of the Association and shall be entitled to representation in the Association and a vote on all questions equal to the Proportionate Vote attributable to the Parcel or Parcels owned by such Owner. If a Parcel is owned by more than one person, all such persons shall be members of the Association; provided, however, that for purposes of voting, only one (1) person shall be entitled to cast the Proportionate Vote attributable to ownership of the Parcel.

4.3 Fiscal Year. The fiscal year of the Association and of the Park shall be the calendar year.

4.4 Liability of the Association. The Association shall use reasonable care in the performance of its duties and obligations under this Declaration. It shall have no liability, however, except for willful misconduct or for negligence in the performance of its duties hereunder, and in no event shall the individual members of the Association be personally liable for the acts of the Association, or its failure to act. The Association shall not be liable for costs incurred by any Owner or other person of enforcing or of attempting to enforce the provisions of this Declaration.

#### ARTICLE V

##### DUTIES AND AUTHORITY OF ASSOCIATION

5.1 General Power and Authority. The Association shall have the power and authority to manage and operate the Park and all Common Facilities at the Park. For this purpose, it may enter into agreements with third parties and governmental bodies and agencies to provide for extension of facilities to serve the Park, for sharing the cost of facilities which serve the Park and other properties, for maintaining off-site roads and other facilities which benefit the Park, for providing for common signage and advertising, or regulating signage, or for any other matters which the Association believes will reasonably benefit the Park. The Association shall have the power and authority to assess the Parcel Owners for the expense of administering the Park and maintaining the Common Facilities and City Property and for their share of any other proper expenses of the Association as elsewhere provided in this Declaration.

5.2 Maintenance. The Association shall maintain or cause the Common Facilities and City Property to be maintained and kept in a good state of repair; shall cause any Improvements to the Common Facilities and City Property to be repaired or replaced as the same becomes necessary by reason of wear and tear, casualty or other causes; and shall contract for and/or acquire such services, equipment, repair and other goods and services as it may determine to be necessary or appropriate in order to perform its obligations hereunder; and shall contract for snow removal for the Park, notwithstanding any public dedication of the driveways in the Park.

5.3 Taxes. The Association shall pay all taxes, real and personal, and assessments, which are or would become a lien

on the Common Facilities, as they become due and payable.

5.4 Expenses. The Association shall be responsible for paying all the expenses of maintaining the Common Facilities as aforesaid, and for managing the Park.

5.5 Employees and Agents. The Association may, at its option, employ a manager, independent management company, independent contractors, and such other employees as it deems necessary. It may prescribe their duties, and enter into contracts and agreements, all for the purpose of providing for the management of the Park and for the performance of the business, powers, duties and/or obligations of the Association or any portion thereof.

5.6 Insurance. The Association shall maintain and procure casualty insurance for the Common Facilities, liability insurance (including directors' and officers' insurance) and such other insurance as it deems necessary or advisable.

5.7 Easements and Rights of Way. The Association shall have the right to dedicate any private streets or roadways which are Common Facilities of the Park as a public street, and to grant easements to or over all or portions of the Common Facilities to public authorities or utility companies, or to other persons, provided that such public authority, utility company or other person shall agree to accept any such streets as public streets, if applicable, and any easements shall require the utility company or other person to whom the easement is granted to repair any damage to the property subject to the easement resulting from the holder's exercise of any rights under the easement.

5.8 Rules and Regulations. The Association may adopt reasonable and non-discriminatory rules and regulations governing the Property, the use of the Common Facilities, and setting common rules for the use of property in the Park, including setting and changing setback lines, permitted or restricted uses of Property, and similar requirements which are applicable generally to the Owners of Parcels in the Park, their guests, tenants, employees and invitees, and thereafter to grant reasonable variances from any such rules and regulations upon the particular request of the Owner of a Parcel. No setback line distances shall be increased with respect to a Parcel without the consent of the Owner of the Parcel.

5.9 Consent. Whenever the consent of the Association is required, such consent must be obtained from the Board of Directors or its duly authorized committee or appointee.

5.10 Action by the Association. The Association shall be managed by a Board of Directors who shall elect officers. The Board may employ personnel to operate the Park, including a manager, may appoint committees and may delegate duties. The Board initially shall consist of three (3) members, comprised of representatives appointed by the Declarant.

5.11 Variances. The Association shall have the right to grant written Variances from the requirements of this Declaration if it believes the grant of such variance does not violate the requirements of the Redevelopment Plan.

## ARTICLE VI

### BUDGET AND ASSESSMENTS

6.1 Annual Budget. The Association shall prepare an annual budget of the Common Expenses of the Park and shall send out such annual budget to the Owners with notice of their first quarterly assessment for the year. The Association shall use reasonable efforts to have such budget and notice prepared and sent to the Owners not later than thirty (30) days prior to the expiration of each fiscal year with respect to the budget for the forthcoming year. Such budget shall estimate all expenses for operating and maintaining the Common Facilities, and for managing the Park. Such expenses shall include taxes, insurance premiums, cost of utilities for the Common Facilities, ordinary maintenance, repair, replacement to the extent prudent, of Common Facilities, and such amounts as may be determined by the Board to be set aside during the year as reserve funds for extraordinary expenses, reserves for replacements, collection losses and/or contingencies.

6.2 Assessments of Expenses. The Association shall apportion the Common Expenses among the Owners in accordance with the Proportionate Share of each Parcel. Assessments levied by the Association shall be used exclusively for the benefit of the Park, and for paying Common Expenses.

6.3 Regular Quarterly Assessments. As soon as the Board has prepared the annual budget for a fiscal year, it may set quarterly assessments to be assessed against each Parcel in the Park, without approval by the Parcel Owners, if the assessment for such year does not exceed the assessment for Common Expenses for the prior year by ten percent (10%). Any increase in assessment for Common Expenses above ten percent (10%) from the prior year's assessment, excluding any special assessment made in such year, shall require approval of a majority of the Proportionate Vote of the members of the Association voting, in person or by proxy, at a meeting duly called for such purpose or at the Annual Meeting of the Association, where a quorum is present. Such Quarterly Assessments shall be payable quarterly by the Parcel Owners in advance on the first day of January,



April, July and October of each year. The total of assessments against all Parcels subject to assessment for each fiscal year shall equal the sum of the Board's reasonable estimate of Common Expenses, plus such amounts as may be determined by the Board to be set aside as reserve funds for extraordinary expenses, repairs, replacements, collection losses and for contingencies. Any assessment that remains unpaid for a period of more than thirty (30) days shall accrue interest from the date when due to the date paid at the rate of eighteen percent (18%) per annum.

6.4 Enforcement by Suit. The Association may file and maintain a lawsuit to collect delinquent assessments, together with interest thereon. The Owners of each Parcel, jointly and severally, shall be obligated for the assessments against each Parcel which they own. The Association shall be entitled to reasonable expenses of collection of such sums, including costs and attorneys' fees. A lawsuit to recover money judgments for unpaid assessments and other charges may be maintained by the Association, or its authorized agent, without foreclosing or waiving the lien hereinafter provided for in paragraph 6.5.

6.5 Liens. The Association shall have a lien against each Parcel, all Improvements thereupon and appurtenances thereto, to secure the obligation of the Owner of the Parcel to pay assessments made against the Parcel, together with interest, reasonable attorneys' fees (including, without limitation, attorney fees incurred to enforce the Association's rights hereunder) and other costs and expenses of the Association in enforcing the obligations of the Owner of such Parcel. Such lien shall be subordinate only to the first mortgage, if any, which was on the Parcel at the time the assessments became due and payable. The sale or transfer of the Parcel pursuant to judicial or non-judicial foreclosure of a first mortgage or deed in lieu of foreclosure shall extinguish the lien as to assessments made against the Parcel, together with interest, reasonable attorneys' fees and other costs and expenses of the Association in enforcing the obligations of the Owner of such Parcel, which become due or were incurred prior to such sale or transfer and after the first mortgage was placed on the Parcel, subject to paragraph 6.6 hereof. The lien may be foreclosed by suit instituted by the Association, its attorney or duly authorized agent. The Association, or the Owner of any other Parcel shall have the power to purchase the Parcel at foreclosure sale, in accordance with law, and to acquire, hold, lease, mortgage, and convey a Parcel acquired at such a sale.

6.6 Rights of First Mortgagee. Any Mortgagee which acquires title to a Parcel covered by its mortgage, by foreclosure or by deed in lieu of foreclosure, shall take title subject to all terms, provisions and restrictions of this Declaration, and shall be liable during the period of its ownership for all assessments and for all other obligations to be performed by the Owner of the Parcel in accordance with the terms of this Declaration. The Mortgagee shall not, however, be liable for:

- a. the performance of obligations under this Declaration required to have been performed by the Owner of the Parcel prior to acquisition of title by the Mortgagee; nor
- b. the performance of any obligation under this Declaration required to be performed by the Owner of the Parcel occurring after the Mortgagee has disposed of its ownership interest in the Parcel.

6.7 Estoppel Statements. The Owner of any Parcel may, on behalf of a prospective lender or prospective purchaser, request in writing from the Association the amount of accrued charges and assessments for Common Expenses as of a current date. The Association shall within ten (10) days send a statement of such accrued charges and assessments to the Owner, and the Association shall be bound thereby with respect to a purchaser, or a lender who lends or advances additional funds, relying thereon.

## ARTICLE VII

### DESTRUCTION OF IMPROVEMENTS

7.1 Repair and Restoration. Damage to or destruction of any of the Common Facilities shall be promptly repaired and restored by the Association, unless such repair will be made by another person in a timely manner, first using the proceeds of insurance, if any, for that purpose. All Owners shall be liable for assessments for any deficiency for the cost to the Association of any such repair or restoration.

7.2 Reimbursement for Repair and Restoration. The Association shall be authorized to employ legal counsel and pursue reimbursement for the costs of repairing and restoring Common Facilities damaged or destroyed by the acts or omissions of persons or entities other than the Association itself. Any recovery realized by the Association shall first be applied to reimbursement for costs expended to repair and restore the Common Facilities and any additional sums shall be deposited in the reserve fund maintained by the Association for extraordinary expenses, replacements, collections losses and contingencies.

## ARTICLE VIII

### ANNEXATION AND DELETION OF LAND

8.1 Annexation of Additional and Deletion of Land. Declarant reserves the right to annex additional land to or to



delete land from the scheme of this Declaration; provided that annexation of such additional land or deletion of land, as the case may be, will not cause assessments to other Parcel Owners to materially increase; provided, further, that no Parcel owned by an Owner shall be deleted from the scheme of this Declaration without the written consent of such Owner.

8.2 Annexation or Deletion by Other than Declarant. If annexation or deletion is proposed by the Association or any person other than Declarant, such annexation or deletion shall require the prior approval of fifty-one percent (51%) of the Proportionate Vote of Owners of the Parcels in the Park.

8.3 Method of Annexation or Deletion. Annexation of additional land and deletion of land shall be evidenced by filing a Supplemental Declaration annexing the additional land or deleting the land, which Supplemental Declaration shall be executed by the Owner of the ground and Declarant (who may be the same person) or by the Owner of such land and the Association, as the case may be. All improvements initially made to any annexed ground shall be made by the Owner of such ground or its assigns, and shall not be paid for from assessments to the other Parcel Owners in the Park.

8.4 Voting Rights After Annexation or Deletion. The Owners of all Parcels in the Park, including Annexed Land, shall have voting rights as herein provided. However, owners of Deleted Land lose their voting rights upon deletion.

8.5 Assessments on Annexed or Deleted Land. Regular quarterly assessments against all Parcels included in any Annexed Land, but not with respect to Deleted Land, for the fiscal year in which such Parcels are subjected to the terms hereof, shall be set at the same Proportionate Values as the other Parcels in the Park. The Owners of Parcels on Annexed Land shall be subject to assessments payable in the year for which assessed, beginning with any assessments payable after the date of such annexation.

## ARTICLE IX

### MISCELLANEOUS

9.1 Amendment. This Declaration may be amended, but only with the prior approval of a majority of the Owners voting in accordance with their Proportionate Vote, at a meeting duly called for such purpose, or ratified in writing. Written notice of any meeting of the Owners to approve an amendment shall be sent to all Parcel Owners not less than ten (10) nor more than sixty (60) days in advance of such meeting. Until such time as Declarant owns fewer than twenty-two (22) acres of the real estate in the Park, any amendment of this Declaration shall also require Declarant's approval. Any amendments so approved shall be evidenced by the filing and recordation of an instrument setting forth such amendment, duly executed and acknowledged by the Association, in which the Association shall certify that all requirements necessary to adopt such amendment(s) have been met.

9.2 Term of Restrictions. The restrictions contained in this Declaration shall remain in effect until December 31, 2014. Thereafter, such restrictions and the terms of this Declaration shall be automatically renewed for successive periods of ten (10) years each. After December 31, 2014 a majority of the Owners of Parcels, voting in accordance with their Proportionate Vote, may vote not to renew the terms of the Declaration, or they may amend the terms of the Declaration. If the Owners should vote after December 31, 2014, not to continue or to amend this Declaration, they shall cause a written instrument setting forth the actions of the Owners and any and all the amendments to this Declaration, which instrument shall state the vote of the Parcel Owners by which it was adopted and the manner of taking such vote, and such written instrument shall be duly acknowledged and sworn to by at least two (2) Parcel Owners, or officers of the Association, and shall be duly recorded in the Recorder's Office of Marion County, Indiana.

9.3 Access to Parcels. The Association and its representatives shall have the right of access to each Parcel and the improvements thereon from time to time during reasonable hours as may be necessary for access to and the maintenance, repair and replacement of Common Facilities; provided, however, entry into a Parcel shall be made only (i) when necessary action cannot be practicably taken from public streets; (ii) to the extent necessary to complete such action; and (iii) in such manner as to minimize interference with the Owner's use of its Parcel. The Association shall give written notice of such proposed entry to the Owner of any Parcel into which entry is to be made, except in cases of emergency. The Association shall repair any damage to Parcels caused by or resulting from its entry onto the same pursuant hereto, and it shall be liable to a Parcel Owner for damages resulting from the Association's negligence in performing any work on a Parcel.

9.4 Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association or any Owner to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter. A waiver of any such right shall be only pursuant to an instrument in writing signed by the party to be charged with such waiver, and shall be limited to the particular covenant, condition or restriction or violations thereof which is expressly set forth therein as being waived.

9.5 Severability. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity of the remaining provisions. In the event of any inconsistency between these provisions of this Declaration and the provisions of the Articles of Incorporation or Bylaws of the Association, the provisions of this Declaration shall prevail.

9.6 Successors and Assigns. This Declaration shall inure to the benefit of and be binding upon the successors and assigns of Declarant and the Owners of each Parcel in the Park.

9.7 Remedies Cumulative. Each remedy provided by this Declaration for breach of any of the covenants, conditions, restrictions, reservations, liens, or other charges contained herein shall be in addition to any other available remedy, whether provided for by law or in equity, and all of such remedies, whether provided for by this Declaration or otherwise, shall be cumulative and not exclusive.

9.8 Notice. Any written notice or other document relating to or required by this Declaration may be delivered personally or by mail. If by mail, such notice, unless expressly provided herein or in the Bylaws of the Association to the contrary, shall be deemed to have been delivered and received three (3) business days after a copy thereof is deposited in the United States Mail, postage paid, and addressed to the applicable party at their last-known address by the sender of such notice.

9.9 Sales of Parcels. Concurrently with the consummation of the sale of any Parcel, the transferee shall notify the Association in writing of such sale. Such notification shall set forth (i) the name of the transferee and the transferor; (ii) the street address of the Parcel purchased by the transferee; (iii) the transferee's mailing address; and (iv) the date of the sale. Prior to receipt of such notification, any and all communications required or permitted to be given by Declaration, the Association, the Board, or their agents or representatives, shall be deemed to have been duly made and given to the transferee, if duly and timely made and given to the transferor (prior Owner).

9.10 Integration. This Declaration is made to supplement any Plat Restrictions applicable to the Park, as well as any other agreements that are binding on the property such as zoning regulations and/or commitments, and other applicable requirements. Compliance with the provisions of this Declaration shall not excuse compliance with any other applicable regulations or provisions. If any affected person shall secure a variance or waiver of any of the provisions of this Declaration, the same shall not act as a variance or waiver of any applicable plat commitments, zoning regulations, or other applicable provisions, and the affected party shall be required to secure a variance of or waiver from such provisions, or to comply therewith. Nor shall any waiver or variance from any such plat commitments, zoning restrictions or other applicable provisions constitute a waiver of the provisions of this Declaration. Compliance with, or the failure to comply with, any such provisions shall not excuse the failure to comply with any provisions of this Declaration.

## ARTICLE X

### RIGHTS OF DECLARANT

10.1 Reserved Right of Management of the Park. Until such time as Declarant owns fewer than twenty-two (22) acres of the real estate in the Park (excluding City Property), Declarant reserves the right to manage the Park, to establish the Common Expenses of the Park, and to collect assessments from the Owners of Parcels as provided in this Declaration, provided that in exercising such rights, Declarant shall act in good faith so as not to adversely affect the rights or values of the Owners of Parcels in the Park. During such time period, Declarant reserves to itself all rights and powers granted to the Association under this Declaration to manage the Park and generally to operate the Park, and Declarant further agrees to perform the obligations of the Association under this Declaration during such time period. Declarant shall have the right to contract or otherwise deal with the Association and/or to provide goods or services in connection with maintenance and repair of the Common Facilities and City Property if (i) the compensation paid or promised for such goods or services is reasonable and is paid only for goods or services actually furnished in connection with maintenance or repair of the Common Facilities and City Property; (ii) the goods or services to be furnished shall be reasonable for and necessary to the maintenance or repair of the Common Facilities and City Property; (iii) the terms for the furnishing of such goods or services shall be at least as favorable as would be obtainable in an arms-length transaction and all of such costs shall be included in Common Expenses; and (iv) such payment shall be disclosed to all Owners. Declarant further reserves the right that at any time while it is managing and operating the Park pursuant to this reserved power, upon not less than ninety (90) days written notice to the Association, to turn over the management and operation of the Park or any part or parts thereof and the responsibility there for to the Association.

10.2 Excess Expenses. At all times while Declarant is managing and operating the Park pursuant to its rights reserved under this Article, if the assessments to the Parcel Owners are insufficient to pay for the normal expenses of operating the Park, Declarant shall pay any excess of such expenses. Declarant reserves the right to use the assessments collected from Parcel Owners for the payment of such expenses. If and while Declarant has paid any shortfall of such expenses, any Parcel Owners are delinquent or do not make their payments of assessments required hereunder, Declarant shall be subrogated to the right of the

Association to collect such expenses and it may use such monies, together with interest thereon and fines, to reimburse itself to the extent it has paid excess expenses. Declarant shall not reimburse itself for any sums paid as its appropriate share of Common Expenses which are assessed to Parcels Declarant then owns, if, while Declarant is managing and operating the Park, Declarant shall set up reserves and make assessments to Owners to cover such reserves, an appropriate share of all assessments collected from Owners shall be allocated to such reserve accounts and Declarant shall use such reserve accounts only for the purposes for which the Association would be permitted to use the same were the reserves then held by the Association and the Association managing the Park.

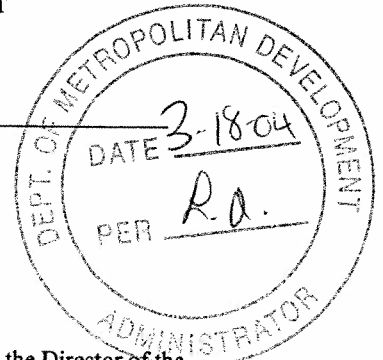
10.3 Plats. Plats, or portions of plats, or restrictions not contained in a plat, covering property owned only by Declarant, may be amended by Declarant without the consent of any other Owners of Parcels in the Park.

10.4 Transfers by Declarant. If Declarant shall transfer by sale, assignment or otherwise any interest in real estate which is a part of the Park and the transferee, including, but not limited to, the Association, shall assume any obligation of Declarant hereunder, Declarant shall be released from all liability assumed by such transferee from and after the date of such transfer (excluding any liability which has then accrued). Upon dedication of any of the Common Facilities to the public and acceptance thereof, Declarant shall be released from all liability hereunder with respect to such dedicated Common Facilities from and after the date thereof (except liability, which has then accrued).

This Declaration has been made and executed on this 26 day of January, 2004.

CITY OF INDIANAPOLIS, DEPARTMENT OF  
METROPOLITAN DEVELOPMENT

By: Maury Plambeck  
Maury Plambeck, Director



STATE OF INDIANA )

COUNTY OF MARION )

SS:

Before me, a Notary Public in and for said County and State, personally appeared Maury Plambeck, the Director of the Department of Metropolitan Development, who, being first duly sworn, acknowledged the execution of the foregoing Declaration of Covenants and Restrictions For Keystone Enterprise Park, for and on behalf of City of Indianapolis, Department of Metropolitan Development, as his voluntary act and deed and for the use and purposes contained therein.

Witness my hand and Notarial Seal this 26<sup>TH</sup> day of JANUARY, 2004.

My Commission Expires:

AUG. 24, 2006

Steven J. Schulmeyer  
(Signature) Notary Public

My County of Residence:

MARION

STEVEN J. SCHULMEYER  
(Printed)



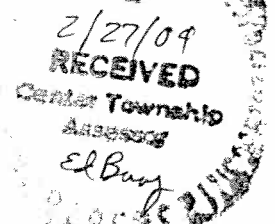
This Instrument prepared by Office of Corporation Counsel, 1601 City-County Building, Indianapolis, IN 46204. M

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INSTRUMENT APPROVED  
BY  
CENTER TOWNSHIP ASSESSOR



## **Exhibit "A"**

### **LAND DESCRIPTION**

All of the lots, streets and alleys in Hill Top Addition per plat thereof recorded in Plat Book 17, Page 28 in the Office of the Recorder of Marion County, Indiana;

Also, Lots 10 through 34, part of Lots 3 through 7, part of Lot 9, part of Lot 35, part of Dietz Street, part of the 15 foot alley situated northeast of Dietz Street and all of the alleys situated southwest of Dietz Street in Edmund Dietz Subdivision per plat thereof recorded in Plat Book 9, Page 179;

Also, Lots 37 through 39, part of Lots 28 through 31, part of Lots 36, 40 and 41, part of Pruitt Street and part of the 12 foot alley, all in Bickel's Subdivision per plat thereof recorded in Plat Book 11, Page 170;

Also, Lots 1 through 8, part of Lot 9 and part of Temple Street in Wilder's Subdivision per plat thereof recorded in Plat Book 4, Page 195;

Also, Lots 25 through 38, part of Lots 24 and 39, part of the 12 foot alley situated east of and adjoining Lots 25 through 29 and all of the vacated 12 foot alley situated south of and adjoining lots 30 through 33 and part of Keystone Avenue, all in Hazelhurst Subdivision per plat thereof recorded in Plat Book 14, Page 13;

Also, all of the lots, streets and alleys in Arthur V. Brown's Oak Hill Subdivision per plat thereof recorded in Plat Book 14, Page 80;

Also, Lots 1 through 8, Lots 19 through 23, part of Bellis Street, part of Greenbriar Lane and part of the 14 foot alley adjoining said lots, all in Foley's Subdivision per plat thereof recorded in Plat Book 18, Page 160;

Also, Lots 1 through 12, part of Lot 13, part of the 14 foot alley adjoining said lots, part of Greenbriar Lane and all of the 12 foot alley, all in Oak Heights per plat thereof recorded in Plat Book 18, Page 65;

Also, Lots 2 through 12 and part of Lot 1 in Newell's Subdivision per plat thereof recorded in Plat Book 12, Page 41;

Also, all of the lots and street in Hann & Dawson's Subdivision per plat thereof recorded in Plat Book 7, Page 109;

Also, all of the lots and the 10 foot alley in Lammert & Vahle's Subdivision per plat thereof recorded in Plat Book 11, Page 119;

Also, all of the lots and the streets in Hillside Terrace per plat thereof recorded in Plat Book 27, Page 201;

Also, part of Albert E. and Ingram Fletcher's Oak Hill Suburb, per plat thereof recorded in Plat Book 5, Page 1;

Also, part of Oak Hill Suburb per plat thereof recorded in Plat Book 4, Page 36;

All being part of the Southeast Quarter of Section 30 and part of the Southwest Quarter of Section 29, all in Township 16 North, Range 4 East in Marion County, Indiana, being more particularly described as follows:

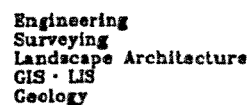
COMMENCING at the Northeast Corner of said Southeast Quarter Section; thence South 00 degree 27 minutes 20 seconds East (Assumed Bearing) along the East Line thereof a distance of 455.02 feet to the Easterly extension of the South right-of-way Line of 24th Street per plat of said Hilltop Subdivision; thence North 89 degrees 40 minutes 27 seconds West along said Easterly extension a distance of 29.99 feet to the **BEGINNING POINT** (said point being the Northeast Corner of Lot 7 in said Hilltop Subdivision, the Westerly Line of the 60 foot right-of-way Line of Keystone Way and also being on a non-tangent curve having a radius of 429.37 feet, the radius point of which bears North 89 degrees 07 minutes 46 seconds East )(the following two (2) described courses being along said Westerly right-of-way Line); (1) thence Southeasterly along said curve an arc distance of 500.37 feet to a point which bears South 22 degrees 21 minutes 33 seconds West from said radius point; (2) thence South 67 degrees 36 minutes 10 seconds East a distance of 400.70 feet to the beginning of the limited access right-of-way line of Keystone Way and Interstate Highway 70 (I-70) per I.S.H.C. Plans for Project I-70-3 (54) 80; thence South 40 degrees 07 minutes 34 seconds East along said limited access right-of-way line a distance of 158.82 feet; (the following two (2) described courses create a break in said limited access right-of-way line per Quitclaim Deed recorded as instrument number 2002-0045930 in the office of the recorder of Marion County, Indiana) (1) thence South 40 degrees 07 minutes 34 seconds East a distance of 53.75 feet; (2) thence South 54 degrees 46 minutes 37 seconds East a distance of 24.21 feet; (the following two (2) described courses being along the aforementioned limited access right-of-way line) (1) thence South 54 degrees 46 minutes 37 seconds East a distance of 108.63 feet; (2) thence South 20 degrees 01 minutes 49 seconds East a distance of 124.06 feet; thence South 61 degrees 12 minutes 02 seconds West a distance of 601.98 feet; thence South 89 degrees 36 minutes 03 seconds West a distance of 982.00 feet; thence North 68 degrees 41 minutes 04 seconds West a distance of 646.56 feet to the Easterly right-of-way Line of Hillside Avenue per plat of Albert E. and Ingram Fletcher's Oak Hill Suburb, recorded in Plat Book 5, Page 1 (said point being on a non-tangent curve having a radius of 3259.17 feet, the radius point of which bears South 57 degrees 02 minutes 12 seconds East)(the following four (4) described courses being along said Easterly right-of-way Line); (1) thence Northeasterly along said curve an arc distance of 345.34 feet to a point which bears North 50 degrees 57 minutes 56 seconds West from said radius point; (2) thence North 38 degrees 31 minutes 18 seconds East a distance

of 489.09 feet to a non-tangent curve having a radius of 322.15 feet, the radius point of which bears North 51 degrees 28 minutes 37 seconds West; (3) thence Northeasterly along said curve an arc distance of 218.28 feet to a point which bears North 89 degrees 42 minutes 06 seconds East from said radius point; (4) thence North 00 degrees 17 minutes 38 seconds West a distance of 100.00 feet to the South right-of-way Line of 24th Street per plat of Hillside Terrace, recorded in Plat Book 27, Page 201; thence South 89 degrees 40 minutes 27 seconds East along said South right-of-way Line a distance of 610.28 feet to the **BEGINNING POINT**, containing 36.528 acres, more or less.

## **Exhibit B**

**Block "A" and Block "AA" of the Keystone Enterprise Park Phase 1 Plat, containing 9.369 acres, more or less.**





LINE TABLE		
LINE	LENGTH	BEARING
L1	400.70	S87°36'10"E
L2	63.08	S40°07'34"E
L3	117.22	S35°33'30"W
L4	305.88	N77°57'24"W
L5	218.33	N71°52'28"W
L6	41.78	N78°54'49"E
L7	405.00	S90°00'00"E
L8	168.89	N36°33'09"E

CURVE	LENGTH	RADIUS
C20	391.25	429.37
C21	109.12	429.37
C22	393.60	329.62
C23	72.53	74.77
C24	80.03	97.89
C25	125.41	60.51
C26	3.10	35.07



Historic Port Harrison  
8901 Otis Avenue  
Indianapolis, Indiana 46215-1037  
317-828-7100  
317-828-7110 FAX

Engineering  
Surveying  
Landscape Architecture  
GIS · LIS  
Geology

#### Phase I Environmental Description

Part of Lots 28 through 32, part of the streets and alleys in Hill Top Addition per plat thereof recorded in Plat Book 17, Page 28 in the Office of the Recorder of Marion County, Indiana;

Also, part of Lots 3 through 22, all of Lots 23 through 34, 36 and 37, part of Lot 35, part of Dietz Street, part of the 15 foot alley situated northeast of Dietz Street and all of the alleys situated southwest of Dietz Street in Edmund Dietz Subdivision per plat thereof recorded in Plat Book 9, Page 179;

All being part of the Southeast Quarter of Section 30 and part of the Southwest Quarter of Section 29, all in Township 16 North, Range 4 East in Marion County, Indiana, being more particularly described as follows:

COMMENCING at the Northeast Corner of said Southeast Quarter Section; thence South 00 degree 27 minutes 20 seconds East (Assumed Bearing) along the East Line thereof a distance of 455.02 feet to the Easterly extension of the South right-of-way Line of 24th Street per plat of said Hilltop Subdivision; thence North 89 degrees 40 minutes 27 seconds West along said Easterly extension a distance of 29.99 feet to the Northeast Corner of Lot 7 in said Hilltop Subdivision, the Westerly Line of the 60 foot right-of-way Line of Keystone Way and also being a point on a non-tangent curve having a radius of 429.37 feet, the radius point of which bears North 89 degrees 07 minutes 46 seconds East (the following three described courses being along said Westerly right-of-way Line); (1) thence Southeasterly along said curve an arc distance of 391.25 feet to the BEGINNING POINT which bears South 36 degrees 55 minutes 15 seconds West from said radius point; (2) thence continuing along said curve an arc distance of 109.12 feet to a point which bears South 22 degrees 21 minutes 33 seconds West from said radius point (3) thence South 67 degrees 36 minutes 10 seconds East a distance of 400.70 feet to the beginning of the limited access right-of-way line of Keystone Way and Interstate Highway 70 (I-70) per I.S.H.C. Plans for Project I-70-3 (54) 80; thence South 40 degrees 07 minutes 34 seconds East along said limited access right-of-way line a distance of 63.06 feet; thence South 35 degrees 33 minutes 30 seconds West a distance of 117.22 feet to a point on a curve to the right having a radius of 329.62 feet, the radius point of which bears North 54 degrees 26 minutes 30 seconds West; thence southwesterly along said curve an arc distance of 393.60 feet to a point which bears South 13 degrees 58 minutes 30 seconds West from said radius; thence North 77 degrees 57 minutes 24 seconds West a distance of 305.88 feet to a point on a curve to the right having a radius of 74.77 feet, the radius point of which bears North 12 degrees 02 minutes 36 seconds East; thence northwesterly along said curve an arc distance of 72.53 feet to a point of reverse curvature, having a radius of 97.89 feet, the radius point of which bears South 67 degrees 37 minutes 24 seconds West; thence northwesterly along said curve an arc distance of 80.03 feet to a point that bears North 20 degrees 46 minutes 41 seconds East from said radius point; thence North 71 degrees 52 minutes 26 seconds West a distance of 218.33 feet to the point of curvature of a curve to the right having a radius of 60.51 feet, the radius point of which bears North 18 degrees 07 minutes 34 seconds East; thence northeasterly along said curve an arc distance of 125.41 feet to a point of reverse curvature having a radius of 35.07 feet, the radius point of which bears North 43 degrees 07 minutes 47 seconds West; thence northerly along said curve an arc distance of 3.10 feet to point which bears South 48 degrees 11 minutes 41 seconds East from said radius point; thence North 78 degrees 54 minutes 49 seconds East a distance of 41.78 feet; thence South 90 degrees 00 minutes 00 seconds East a distance of 405.00 feet; thence North 36 degrees 33 minutes 09 seconds East a distance of 168.89 feet to the BEGINNING POINT, containing 6.65 acres, more or less.